

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 8033-000004		PAGE 1 OF 61	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA786-13-Q-0194	
6. SOLICITATION ISSUE DATE 03-12-2013		7. FOR SOLICITATION INFORMATION CALL: a. NAME Ira S. Clavner		b. TELEPHONE NO. (No Collect Calls) 215-381-4635		8. OFFER DUE DATE/LOCAL TIME 04-09-2013 4/9/2013	
9. ISSUED BY Department of Veterans Affairs NCA Contracting Service  75 Barrett Heights Rd. Suite 309 Stafford VA 22556				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$7 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO Bath National Cemetery VA Medical Center,  Bath NY 14810			
16. ADMINISTERED BY Department of Veterans Affairs. MSN I, CCD 5000 Wissahickon Ave  Philadelphia PA 19144				17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center  P.O. Box 149971 Austin TX 78714-9971				19. TELEPHONE NO. DUNS: DUNS+4:			
20. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				21. 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		The contractor shall furnish all labor, supervision, equipment, materials and supplies, necessary to provide Turf Fertilization, Pre-Emergent Crabgrass /Broadleaf Weed Control at the Bath National Cemetery and the Woodlawn National Cemetery  (Use Reverse and/or Attach Additional Sheets as Necessary)				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA 803-570100-2549 010070100 0129A1 2013				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Ira S. Clavner NCA11L3-3478		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: \_\_\_\_\_

b. GOVERNMENT: Contracting Officer 00786  
Department of Veterans Affairs  
NCA Contracting Service

75 Barrett Heights Rd. Suite 309  
Stafford VA 22556

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer -  
Other than Central Contractor Registration, or  
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐  
b. Semi-Annually ☐  
c. Other [Monthly]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs  
Financial Services Center

P.O. Box 149971  
Austin TX 78714-9971

**ACKNOWLEDGMENT OF AMENDMENTS:** The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

### **SUPPLIES OR SERVICES & PRICES/COSTS**

**PRICE SCHEDULE:** The Contractor shall furnish all supervision, labor, equipment, materials and supplies necessary to provide Turf Fertilization, Pre-Emergent Crabgrass / Broadleaf Weed Control at the Bath National Cemetery and Woodlawn National Cemetery. Performance includes seven (7) Scheduled Applications of Fertilizer & Herbicides as specified in contract Sections A.4 & A.5.

**SITE VISIT:** Visits to the site by Bidders may be made only by appointment with the COTR or authorized designee of the BATH AND WOODLAWN NATIONAL CEMETERIES. Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. If you plan to conduct a site visit / inspection at the Bath & Woodlawn National Cemeteries, YOU MUST CONTACT one of the following cemetery personnel to make arrangements:

Walter Baroody, Cemetery Director, Bath / Woodlawn..... (607) 664-4806

Ken Stephens, Foreman / Bath..... (607) 664-4853

Facsimile # ..... (607) 664-4761

**POST AWARD CONFERENCE:** Prior to commencement of work, contract awardee is required to make an appointment for a conference with the COTR and/or Contracting Officer to assure that all parties understand all contractual obligations and the role that each party serves.

**TERM OF CONTRACT:** The period of performance is from October 1, 2012 (or date of award – whichever is sooner) through September 30, 2013, with four (4) one (1) year renewal options. All services shall be provided in accordance with Section A (Application Schedule & General Requirements) including all specifications, terms and conditions of the contract.

BATH NATIONAL CEMETERY		BASE YEAR: October 1, 2012 through September 30, 2013			
CLIN	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
0001	<b>Turf Application #1 (October 1<sup>st</sup> – 10<sup>th</sup>)</b> -- Post emergent broad leaf weed control to include dandelion, plantain, chickweed, clover & other common broadleaf weeds. Applied in liquid form to the entire turf acreage using an appropriate broadleaf herbicide such as Trimec, Speedzone, Millennium Ultra or Q4.	1	Job	\$ _____	\$ _____
0002	<b>Turf Application #2 (November 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 5 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
0003	<b>Turf Application #3 (Applied in early spring at optimum time for pre emergent crabgrass / weed grass control)</b> - Pre-emergent control for both annual weed grasses such as crabgrass, goose grass and barnyard grass and broadleaf weeds such as clover, plantain & spurge. The product to be used for this application shall be Dimension (Dithiopyr) in liquid form mixed with Gallery (Isoxaben) applied to entire turf acreage.	1	Job	\$ _____	\$ _____
0004	<b>Turf Application #4 (May 15th-20<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
0005	<b>Turf Application #5 (June 1<sup>st</sup> – 5<sup>th</sup>)</b> – Second Pre / Post emergent control for crabgrass / weed grasses and broadleaf weeds. The product to be used for this application will be Dimension (Dithiopyr) applied in liquid form to entire turf acreage.	1	Job	\$ _____	\$ _____
0006	<b>Turf Application #6 – (August 15<sup>th</sup> – 20<sup>th</sup>)</b> - This application will be a spot treatment for the post emergent control of crabgrass and other weed grasses. The product to be used for this application will be either Drive or Acclaim Extra.	1	Job	\$ _____	\$ _____
0007	<b>Turf Application #7 (September 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
		SUB-TOTAL (BATH):			\$ _____

WOODLAWN NATIONAL CEMETERY		BASE YEAR: October 1, 2012 through September 30, 2013			
CLIN	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
0008	<b>Turf Application #1 (October 1<sup>st</sup> – 10<sup>th</sup>)</b> -- Post emergent broad leaf weed control to include dandelion, plantain, chickweed, clover & other common broadleaf weeds. Applied in liquid form to the entire turf acreage using an appropriate broadleaf herbicide such as Trimec, Speedzone, Millennium Ultra or Q4.	1	Job	\$ _____	\$ _____
0009	<b>Turf Application #2 (November 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 5 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
0010	<b>Turf Application #3 (Applied in early spring at optimum time for pre emergent crabgrass / weed grass control)</b> - Pre-emergent control for both annual weed grasses such as crabgrass, goose grass and barnyard grass and broadleaf weeds such as clover, plantain & spurge. The product to be used for this application shall be Dimension (Dithiopyr) in liquid form mixed with Gallery (Isoxaben) applied to entire turf acreage.	1	Job	\$ _____	\$ _____
0011	<b>Turf Application #4 (May 15th-20<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
0012	<b>Turf Application #5 (June 1<sup>st</sup> – 5<sup>th</sup>)</b> – Second Pre / Post emergent control for crabgrass / weed grasses and broadleaf weeds. The product to be used for this application will be Dimension (Dithiopyr) applied in liquid form to entire turf acreage.	1	Job	\$ _____	\$ _____
0013	<b>Turf Application #6 – (August 15<sup>th</sup> – 20<sup>th</sup>)</b> - This application will be a spot treatment for the post emergent control of crabgrass and other weed grasses. The product to be used for this application will be either Drive or Acclaim Extra.	1	Job	\$ _____	\$ _____
0014	<b>Turf Application #7 (September 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
		SUB-TOTAL (WOODLAWN):			\$ _____

<b>GRAND TOTAL BASE YEAR COST (BATH &amp; WOODLAWN):</b>	\$ _____
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BATH NATIONAL CEMETERY		OPTION YEAR I: October 1, 2013 thru September 30, 2014			
CLIN	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1001	<b>Turf Application #1 (October 1<sup>st</sup> – 10<sup>th</sup>)</b> -- Post emergent broad leaf weed control to include dandelion, plantain, chickweed, clover & other common broadleaf weeds. Applied in liquid form to the entire turf acreage using an appropriate broadleaf herbicide such as Trimec, Speedzone, Millennium Ultra or Q4.	1	Job	\$ _____	\$ _____
1002	<b>Turf Application #2 (November 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 5 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
1003	<b>Turf Application #3 (Applied in early spring at optimum time for pre emergent crabgrass / weed grass control)</b> - Pre-emergent control for both annual weed grasses such as crabgrass, goose grass and barnyard grass and broadleaf weeds such as clover, plantain & spurge. The product to be used for this application shall be Dimension (Dithiopyr) in liquid form mixed with Gallery (Isoxaben) applied to entire turf acreage.	1	Job	\$ _____	\$ _____
1004	<b>Turf Application #4 (May 15th-20<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
1005	<b>Turf Application #5 (June 1<sup>st</sup> – 5<sup>th</sup>)</b> – Second Pre / Post emergent control for crabgrass / weed grasses and broadleaf weeds. The product to be used for this application will be Dimension (Dithiopyr) applied in liquid form to entire turf acreage.	1	Job	\$ _____	\$ _____
1006	<b>Turf Application #6 – (August 15<sup>th</sup> – 20<sup>th</sup>)</b> - This application will be a spot treatment for the post emergent control of crabgrass and other weed grasses. The product to be used for this application will be either Drive or Acclaim Extra.	1	Job	\$ _____	\$ _____
1007	<b>Turf Application #7 (September 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
		SUB-TOTAL (BATH):			\$ _____

WOODLAWN NATIONAL CEMETERY		OPTION YEAR I: October 1, 2013 thru September 30, 2014			
CLIN	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1008	<b>Turf Application #1 (October 1<sup>st</sup> – 10<sup>th</sup>)</b> -- Post emergent broad leaf weed control to include dandelion, plantain, chickweed, clover & other common broadleaf weeds. Applied in liquid form to the entire turf acreage using an appropriate broadleaf herbicide such as Trimec, Speedzone, Millennium Ultra or Q4.	1	Job	\$ _____	\$ _____
1009	<b>Turf Application #2 (November 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 5 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
1010	<b>Turf Application #3 (Applied in early spring at optimum time for pre emergent crabgrass / weed grass control)</b> - Pre-emergent control for both annual weed grasses such as crabgrass, goose grass and barnyard grass and broadleaf weeds such as clover, plantain & spurge. The product to be used for this application shall be Dimension (Dithiopyr) in liquid form mixed with Gallery (Isoxaben) applied to entire turf acreage.	1	Job	\$ _____	\$ _____
1011	<b>Turf Application #4 (May 15th-20<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
1012	<b>Turf Application #5 (June 1<sup>st</sup> – 5<sup>th</sup>)</b> – Second Pre / Post emergent control for crabgrass / weed grasses and broadleaf weeds. The product to be used for this application will be Dimension (Dithiopyr) applied in liquid form to entire turf acreage.	1	Job	\$ _____	\$ _____
1013	<b>Turf Application #6 – (August 15<sup>th</sup> – 20<sup>th</sup>)</b> - This application will be a spot treatment for the post emergent control of crabgrass and other weed grasses. The product to be used for this application will be either Drive or Acclaim Extra.	1	Job	\$ _____	\$ _____
1014	<b>Turf Application #7 (September 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
		SUB-TOTAL (WOODLAWN):			\$ _____

<b>GRAND TOTAL OPTION YEAR I COST (BATH &amp; WOODLAWN):</b>	\$ _____
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BATH NATIONAL CEMETERY		OPTION YEAR II: October 1, 2014 thru September 30, 2015			
CLIN	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
2001	<b>Turf Application #1 (October 1<sup>st</sup> – 10<sup>th</sup>)</b> -- Post emergent broad leaf weed control to include dandelion, plantain, chickweed, clover & other common broadleaf weeds. Applied in liquid form to the entire turf acreage using an appropriate broadleaf herbicide such as Trimec, Speedzone, Millennium Ultra or Q4.	1	Job	\$ _____	\$ _____
2002	<b>Turf Application #2 (November 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 5 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
2003	<b>Turf Application #3 (Applied in early spring at optimum time for pre emergent crabgrass / weed grass control)</b> - Pre-emergent control for both annual weed grasses such as crabgrass, goose grass and barnyard grass and broadleaf weeds such as clover, plantain & spurge. The product to be used for this application shall be Dimension (Dithiopyr) in liquid form mixed with Gallery (Isoxaben) applied to entire turf acreage.	1	Job	\$ _____	\$ _____
2004	<b>Turf Application #4 (May 15th-20<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
2005	<b>Turf Application #5 (June 1<sup>st</sup> – 5<sup>th</sup>)</b> – Second Pre / Post emergent control for crabgrass / weed grasses and broadleaf weeds. The product to be used for this application will be Dimension (Dithiopyr) applied in liquid form to entire turf acreage.	1	Job	\$ _____	\$ _____
2006	<b>Turf Application #6 – (August 15<sup>th</sup> – 20<sup>th</sup>)</b> - This application will be a spot treatment for the post emergent control of crabgrass and other weed grasses. The product to be used for this application will be either Drive or Acclaim Extra.	1	Job	\$ _____	\$ _____
2007	<b>Turf Application #7 (September 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
		SUB-TOTAL (BATH):			\$ _____

WOODLAWN NATIONAL CEMETERY		OPTION YEAR II: October 1, 2014 thru September 30, 2015			
CLIN	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
2008	<b>Turf Application #1 (October 1<sup>st</sup> – 10<sup>th</sup>)</b> -- Post emergent broad leaf weed control to include dandelion, plantain, chickweed, clover & other common broadleaf weeds. Applied in liquid form to the entire turf acreage using an appropriate broadleaf herbicide such as Trimec, Speedzone, Millennium Ultra or Q4.	1	Job	\$ _____	\$ _____
2009	<b>Turf Application #2 (November 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 5 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
2010	<b>Turf Application #3 (Applied in early spring at optimum time for pre emergent crabgrass / weed grass control)</b> - Pre-emergent control for both annual weed grasses such as crabgrass, goose grass and barnyard grass and broadleaf weeds such as clover, plantain & spurge. The product to be used for this application shall be Dimension (Dithiopyr) in liquid form mixed with Gallery (Isoxaben) applied to entire turf acreage.	1	Job	\$ _____	\$ _____
2011	<b>Turf Application #4 (May 15th-20<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
2012	<b>Turf Application #5 (June 1<sup>st</sup> – 5<sup>th</sup>)</b> – Second Pre / Post emergent control for crabgrass / weed grasses and broadleaf weeds. The product to be used for this application will be Dimension (Dithiopyr) applied in liquid form to entire turf acreage.	1	Job	\$ _____	\$ _____
2013	<b>Turf Application #6 – (August 15<sup>th</sup> – 20<sup>th</sup>)</b> - This application will be a spot treatment for the post emergent control of crabgrass and other weed grasses. The product to be used for this application will be either Drive or Acclaim Extra.	1	Job	\$ _____	\$ _____
2014	<b>Turf Application #7 (September 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
		SUB-TOTAL (WOODLAWN):			\$ _____

<b>GRAND TOTAL OPTION YEAR II COST (BATH &amp; WOODLAWN):</b>	\$ _____
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BATH NATIONAL CEMETERY		OPTION YEAR III: October 1, 2015 thru September 30, 2016			
CLIN	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
3001	<b>Turf Application #1 (October 1<sup>st</sup> – 10<sup>th</sup>)</b> -- Post emergent broad leaf weed control to include dandelion, plantain, chickweed, clover & other common broadleaf weeds. Applied in liquid form to the entire turf acreage using an appropriate broadleaf herbicide such as Trimec, Speedzone, Millennium Ultra or Q4.	1	Job	\$ _____	\$ _____
3002	<b>Turf Application #2 (November 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 5 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
3003	<b>Turf Application #3 (Applied in early spring at optimum time for pre emergent crabgrass / weed grass control)</b> - Pre-emergent control for both annual weed grasses such as crabgrass, goose grass and barnyard grass and broadleaf weeds such as clover, plantain & spurge. The product to be used for this application shall be Dimension (Dithiopyr) in liquid form mixed with Gallery (Isoxaben) applied to entire turf acreage.	1	Job	\$ _____	\$ _____
3004	<b>Turf Application #4 (May 15th-20<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
3005	<b>Turf Application #5 (June 1<sup>st</sup> – 5<sup>th</sup>)</b> – Second Pre / Post emergent control for crabgrass / weed grasses and broadleaf weeds. The product to be used for this application will be Dimension (Dithiopyr) applied in liquid form to entire turf acreage.	1	Job	\$ _____	\$ _____
3006	<b>Turf Application #6 – (August 15<sup>th</sup> – 20<sup>th</sup>)</b> - This application will be a spot treatment for the post emergent control of crabgrass and other weed grasses. The product to be used for this application will be either Drive or Acclaim Extra.	1	Job	\$ _____	\$ _____
3007	<b>Turf Application #7 (September 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
		SUB-TOTAL (BATH):			\$ _____

WOODLAWN NATIONAL CEMETERY		OPTION YEAR III: October 1, 2015 thru September 30, 2016			
CLIN	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
3008	<b>Turf Application #1 (October 1<sup>st</sup> – 10<sup>th</sup>)</b> -- Post emergent broad leaf weed control to include dandelion, plantain, chickweed, clover & other common broadleaf weeds. Applied in liquid form to the entire turf acreage using an appropriate broadleaf herbicide such as Trimec, Speedzone, Millennium Ultra or Q4.	1	Job	\$ _____	\$ _____
3009	<b>Turf Application #2 (November 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 5 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
3010	<b>Turf Application #3 (Applied in early spring at optimum time for pre emergent crabgrass / weed grass control)</b> - Pre-emergent control for both annual weed grasses such as crabgrass, goose grass and barnyard grass and broadleaf weeds such as clover, plantain & spurge. The product to be used for this application shall be Dimension (Dithiopyr) in liquid form mixed with Gallery (Isoxaben) applied to entire turf acreage.	1	Job	\$ _____	\$ _____
3011	<b>Turf Application #4 (May 15th-20<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
3012	<b>Turf Application #5 (June 1<sup>st</sup> – 5<sup>th</sup>)</b> – Second Pre / Post emergent control for crabgrass / weed grasses and broadleaf weeds. The product to be used for this application will be Dimension (Dithiopyr) applied in liquid form to entire turf acreage.	1	Job	\$ _____	\$ _____
3013	<b>Turf Application #6 – (August 15<sup>th</sup> – 20<sup>th</sup>)</b> - This application will be a spot treatment for the post emergent control of crabgrass and other weed grasses. The product to be used for this application will be either Drive or Acclaim Extra.	1	Job	\$ _____	\$ _____
3014	<b>Turf Application #7 (September 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
		SUB-TOTAL (WOODLAWN):			\$ _____

<b>GRAND TOTAL OPTION YEAR III COST (BATH &amp; WOODLAWN):</b>	\$ _____
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BATH NATIONAL CEMETERY		OPTION YEAR IV: October 1, 2016 thru September 30, 2017			
CLIN	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
4001	<b>Turf Application #1 (October 1<sup>st</sup> – 10<sup>th</sup>)</b> -- Post emergent broad leaf weed control to include dandelion, plantain, chickweed, clover & other common broadleaf weeds. Applied in liquid form to the entire turf acreage using an appropriate broadleaf herbicide such as Trimec, Speedzone, Millennium Ultra or Q4.	1	Job	\$ _____	\$ _____
4002	<b>Turf Application #2 (November 10<sup>th</sup>-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 5 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
4003	<b>Turf Application #3 (Applied in early spring at optimum time for pre emergent crabgrass / weed grass control)</b> - Pre-emergent control for both annual weed grasses such as crabgrass, goose grass and barnyard grass and broadleaf weeds such as clover, plantain & spurge. The product to be used for this application shall be Dimension (Dithiopyr) in liquid form mixed with Gallery (Isoxaben) applied to entire turf acreage.	1	Job	\$ _____	\$ _____
4004	<b>Turf Application #4 (May 15<sup>th</sup>-20<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
4005	<b>Turf Application #5 (June 1<sup>st</sup> – 5<sup>th</sup>)</b> – Second Pre / Post emergent control for crabgrass / weed grasses and broadleaf weeds. The product to be used for this application will be Dimension (Dithiopyr) applied in liquid form to entire turf acreage.	1	Job	\$ _____	\$ _____
4006	<b>Turf Application #6 – (August 15<sup>th</sup> – 20<sup>th</sup>)</b> - This application will be a spot treatment for the post emergent control of crabgrass and other weed grasses. The product to be used for this application will be either Drive or Acclaim Extra.	1	Job	\$ _____	\$ _____
4007	<b>Turf Application #7 (September 10<sup>th</sup>-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
		SUB-TOTAL (BATH):			\$ _____

WOODLAWN NATIONAL CEMETERY		OPTION YEAR IV: October 1, 2016 thru September 30, 2017			
CLIN	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
4008	<b>Turf Application #1 (October 1<sup>st</sup> – 10<sup>th</sup>)</b> -- Post emergent broad leaf weed control to include dandelion, plantain, chickweed, clover & other common broadleaf weeds. Applied in liquid form to the entire turf acreage using an appropriate broadleaf herbicide such as Trimec, Speedzone, Millennium Ultra or Q4.	1	Job	\$ _____	\$ _____
4009	<b>Turf Application #2 (November 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 5 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
4010	<b>Turf Application #3 (Applied in early spring at optimum time for pre emergent crabgrass / weed grass control)</b> - Pre-emergent control for both annual weed grasses such as crabgrass, goose grass and barnyard grass and broadleaf weeds such as clover, plantain & spurge. The product to be used for this application shall be Dimension (Dithiopyr) in liquid form mixed with Gallery (Isoxaben) applied to entire turf acreage.	1	Job	\$ _____	\$ _____
4011	<b>Turf Application #4 (May 15th-20<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
4012	<b>Turf Application #5 (June 1<sup>st</sup> – 5<sup>th</sup>)</b> – Second Pre / Post emergent control for crabgrass / weed grasses and broadleaf weeds. The product to be used for this application will be Dimension (Dithiopyr) applied in liquid form to entire turf acreage.	1	Job	\$ _____	\$ _____
4013	<b>Turf Application #6 – (August 15<sup>th</sup> – 20<sup>th</sup>)</b> - This application will be a spot treatment for the post emergent control of crabgrass and other weed grasses. The product to be used for this application will be either Drive or Acclaim Extra.	1	Job	\$ _____	\$ _____
4014	<b>Turf Application #7 (September 10th-15<sup>th</sup>)</b> Granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq. ft.	1	Job	\$ _____	\$ _____
		SUB-TOTAL (WOODLAWN):			\$ _____

<b>GRAND TOTAL OPTION YEAR IV Cost (BATH &amp; WOODLAWN):</b>	\$ _____
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SUMMARY GRAND TOTAL

<b>BASE YEAR + ALL OPTION YEARS (BATH &amp; WOODLAWN)</b>	<b>\$</b> _____
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(END OF PRICE SCHEDULE)

## DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

### A.1 BACKGROUND

The Bath National Cemetery is located on the grounds of the Bath VA Medical Center in the village of Bath, New York. The cemetery grounds encompass approximately twenty nine (29) developed acres of land. The Woodlawn National Cemetery which is a satellite cemetery under the direction of Bath National Cemetery is located 30 miles south in Elmira, New York, with the cemetery grounds encompassing eleven (11) acres. Both cemeteries are National Shrine's that honor veterans with a final resting place and lasting memorials that commemorate their service to our Nation. The cemeteries receive visitors; hold ceremonies and conduct committal services. Because of the cemeteries special significance and attention it receives from the public, strict adherence to contract specifications is essential. Both cemeteries have undergone headstone raise / realignment and major turf renovation projects within the last two years, which have included removal of the existing cemetery turf and establishing new turf through both the use of grass seed and sod. The purpose of this contract is to insure that a full seasonal turf maintenance program is implemented to maintain the newly renovated turf at both cemeteries to reflect their National Shrine Status.

**The Bath & Woodlawn National Cemeteries must maintain NCA "National Shrine Standards" for turf. These standards state that the cemetery must maintain the turf in an overall healthy condition, being generally weed free with no visible bare areas or areas of weed infestation. Therefore, it is imperative that the Contractor make sure that all turf applications are successful in eradicating any weeds, promote healthy, vigorous turf and maintain the turf in a condition that meets NCA "Shrine Standards".**

### A.2 TYPE & TERM OF CONTRACT

The VA will award a single "firm-fixed price / indefinite-quantity" services contract pursuant to this solicitation for commercial items. The contract will contain one (1) base year and four (4) renewable option years. This contract is SUBJECT TO THE AVAILABILITY OF VA FUNDS. No services will be performed by the Contractor after September 30 of each year, until the Contracting Officer authorizes such services in writing.

### A.3 PLACE(S) OF PERFORMANCE

The Contractor who shall specialize in professional turf grass maintenance services including all fertilization, weed control, aeration, topdressing and seeding / sodding practices shall furnish all labor, equipment, materials and supplies necessary to provide turf fertilization and broadleaf weed / crabgrass control services to the following VA National Cemeteries:

<u>CEMETERY</u>	<u>ADDRESS</u>	<u>ACREAGE</u>	<u>REQUIRED SERVICES</u>
BATH NATIONAL CEMETERY	VA Medical Center, Bath, N.Y. 14810	29 Acres	Turf Fertilization Broadleaf Weed & Crabgrass Control Applications



WOODLAWN NATIONAL CEMETERY	1825 Davis Street Elmira, N.Y. 14901	11 Acres	Turf Fertilization Broadleaf Weed & Crabgrass Control Applications
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#### A.4 TURF APPLICATION SCHEDULE

Contractor shall provide turf fertilization, pre-emergent crabgrass & post emergent broadleaf weed control services at the Bath & Woodlawn National Cemeteries in accordance with the following Application Schedule:

TURF APPLICATION	ANNUAL APPLICATION DATE	DESCRIPTION
#1	October 1 <sup>st</sup> – 10 <sup>th</sup>	<u>Post Emergent Broadleaf Weed Control:</u> Post emergent broad leaf weed control to include dandelion, plantain, chickweed, clover & other common broadleaf weeds. Applied in liquid form to the entire turf acreage using an appropriate broadleaf herbicide such as Trimec, Speedzone, Millennium Ultra or Q4.
#2	November 10 <sup>th</sup> – 15 <sup>th</sup>	<u>Granular Turf Fertilization:</u> Fertilizer will contain a minimum 50% slow release nitrogen from sulfur coated urea with a 4:1:2 or 26-5-10 guaranteed NPK analysis. Fertilizer will be applied to all turf acreage at a rate of 5 lbs of total fertilizer per 1000 sq. ft. using a properly calibrated broadcast spreader.
#3	(Applied in early spring at optimum time for pre emergent crabgrass / weed grass control)	<u>Pre Emergent Crabgrass Control:</u> Pre-emergent control for annual weed grasses such as crabgrass, goose grass and barnyard grass and broadleaf weeds such as dandelion, plantain & spurge. The product to be used for this application shall be Dimension (Dithiopyr) in liquid form mixed with Gallery (Isoxaben) applied to entire turf acreage.
#4	May 15 <sup>th</sup> – 20 <sup>th</sup>	<u>Granular Turf Fertilization:</u> Fertilizer will contain a minimum 50% slow release nitrogen from sulfur coated urea with a 4:1:2 or 26-5-10 guaranteed NPK analysis. Fertilizer will be applied to all turf acreage at a rate of 4 lbs of total fertilizer per 1000 sq. ft. using a properly calibrated broadcast spreader.
#5	June 1 <sup>st</sup> – 5 <sup>th</sup>	<u>Second Pre / Post Emergent Crabgrass / Weed Grasses and Broadleaf Weed Control:</u> The product to be used for this application will be Dimension (Dithiopyr) applied in liquid form to entire turf acreage.
#6	August 15 <sup>th</sup> – 20 <sup>th</sup>	<u>Crabgrass Post Emergent Spot Treatment:</u> This application will be a spot treatment for the post emergent control of crabgrass and other weed grasses. The product to be used for this application will be either Drive or Acclaim Extra. Extra attention will be paid to areas where there may be a proliferation of crabgrass growth including along roadways and curb lines.
#7	September 10 <sup>th</sup> – 15 <sup>th</sup>	<u>Granular Turf Fertilization:</u> Fertilizer will contain a minimum 50% slow release from sulfur coated urea fertilizer with a 4:1:2 or 26-5-10 guaranteed NPK analysis. Fertilizer will be applied to all turf acreage at a rate of 4 lbs of total fertilizer per 1000 sq. ft. using a properly calibrated broadcast spreader.

#8	July 20 <sup>th</sup> – 25 <sup>th</sup>	<b>OPTIONAL APPLICATION:</b> This application will be for the control of beetle larvae / grubs that damage turf roots such as Japanese or Oriental beetles and will be on <u>an as needed - requested basis</u> only. The product to be used will be Merit (Imidacloprid) applied in granular form to areas of turf that show evidence of grub infestation. <b>Pricing shall be negotiated when (and if) determined necessary by the COTR, and shall require a written modification to the contract executed by the Government Contracting Officer. No optional services shall be performed until written authorization from the Contracting Officer is received. The necessity of this application is solely at the Government's discretion.</b>
<p><b>Stipulation:</b> VA National Cemetery anticipates ordering and the Contractor furnishing the quantities &amp; types of services stated in the Price Schedule and Turf Application Schedule. The Government, at its sole discretion, reserves the right to modify turf application dates or increase/decrease estimated quantities based on unforeseen circumstances including changes in weather and/or turf conditions.</p> <p>Any such changes effecting the scope or price shall require a written modification to the contract executed by the Government Contracting Officer. Except as this contract may otherwise provide, if the Government's requirements result in changes to the application schedule and/or estimated quantities stated in the contract, that fact shall not constitute the basis for an equitable price adjustment.</p>		

## A.5 APPLICATION REQUIREMENTS

- (a) **Initial Crabgrass Pre-Emergent Application:** Contractor shall apply Dimension in liquid form when treating for pre emergent crabgrass control at manufactures recommended rate allowable for cool season grasses. Pre-emergent herbicide must be applied with properly calibrated spraying equipment. The contractor shall begin the application after the soil temperature has reached 55 degrees for three consecutive days. This is the time that crabgrass seeds begin active germination in the soil. Any application that is completed before this time may not be as effective in overall crabgrass control. This shall be determined by cemetery staff with the use of a soil thermometer placed at a 1-inch soil depth in various sections of the cemetery to accurately gauge soil temperature. The dates for application listed in the application schedule are only an estimated time frame and could begin earlier or later depending upon the soil temperatures. This application will also include a herbicide such as Gallery that is a pre emergent herbicide for the prevention of broadleaf weeds such as dandelion, plantain and clover.
- (b) **Second (Split) Crabgrass Application:** Contractor shall apply Dimension in liquid form when treating for pre emergent crabgrass control at manufactures recommended rate allowable for cool season grasses. Pre-emergent herbicide must be applied with properly calibrated spraying equipment. This application shall occur between 8-10 weeks after initial crabgrass application and will be meant as a post emergent control for early tiller stage crabgrass plants and a pre emergent control for
- (c) **Broadleaf Weed Control:** Broadleaf herbicides must be applied with properly calibrated spraying equipment (not a hose end sprayer). The herbicide must control various broadleaf weed species include clover and dandelions. An acceptable broadleaf herbicide to be used can be Trimec, Trimec Encore or its equivalent. Applications must be timely and at the proper dosage so that perennial weeds do not go to seed. Herbicide shall be applied according to product label specifications to all turf acreage, in burial sections and including areas between and around all headstones and along section perimeters. **Ten (10) days after completion of broadleaf herbicide application, the Contractor and COTR will jointly inspect and assess results. In areas where results are less than acceptable\*, the Contractor will re-perform the application at no additional cost to the Government (\*Acceptable is defined as 90% of actively growing broadleaf weeds are eliminated).**

- (d) Fertilization: Contractor shall apply a granular turf fertilizer, which is specified in the application schedule to all turf areas using a properly calibrated spreader/sprayer. The fertilizer will have a guaranteed NPK analysis of 26-5-10 and consist of a minimum 50% slow release nitrogen from sulfur coated urea. Fertilizer will be applied to all turf areas at the times and rates that are listed in the turf application schedule.
- (e) Beetle Grub Application: Contractor shall apply a granular herbicide to control beetle grubs that damage turf roots such as Japanese or Oriental beetles. This application will be applied on an as needed / requested basis by the COTR in areas that are specified. The herbicide to be used will be Merit (Imidicloprid) applied at the manufacturers recommended label rate for cool season grasses.
- (f) Post Emergent Broadleaf Weed Control: Broadleaf herbicides must be applied with properly calibrated spraying equipment (not a hose end sprayer). The herbicide must address issues of various broadleaf weed species to include clover and dandelions. An acceptable broadleaf herbicide to be used can be Trimec, Speedzone, Millennium Ultra, Q4 or its equivalent.
- (g) Post Emergent Crabgrass Control: Contractor will spot treat turf for control of post emergent crabgrass using an acceptable post emergent crabgrass herbicide such as Acclaim or Drive. Spot treatments will concentrate on areas that tend to have proliferation of crabgrass growth such as along walkways or roadways and in any turf areas that exhibit high amounts of crabgrass.
- (h) All application methods of fertilizer, herbicides and treatments of annual grasses shall be in strict accordance with manufacturer label recommendations, Department of Environmental Protection and all applicable federal, state and local laws.
- (i) All applications must be made in accordance with manufactures label instructions to insure proper rate and timing of application. The contractor will apply liquid broadleaf herbicide no earlier than 6 hours before anticipated rainfall to allow herbicide sufficient time to be absorbed into plant tissue to maximize the herbicide's full potential. Any rainfall that is received within this six-hour time frame after the application will require the contractor to treat all turf areas a second time at the contractor's expense. **Seven (7) days prior to any scheduled application, the Contractor shall provide to the COTR, a copy of the product label for each chemical used and appropriate supporting Material Safety Data Sheets (MSDS).**
- (j) Contractor personnel applying herbicides shall possess a current / valid State of New York commercial pesticide/herbicide application license. The Contractor is responsible for any damage resulting from the application of any herbicide treatments.
- (k) All turf applications will be applied with appropriate calibrated spreading and spraying equipment. Liquid and pellet surface applications shall be uniformly distributed within the cemetery's defined area of coverage. Surface applications shall not be made where surface run-off is likely to occur or near a water source.
- (l) Appropriate flags or markers will be posted in all treated areas for a period of 24 hours after an herbicide treatment has been applied. The Contractor shall remove all flags upon expiration of the 24-hour period.
- (m) Each turf application shall be completed within each "Annual Application Date" (weather permitting) specified in the Schedule. All applications shall be applied in accordance with manufactures label instructions to ensure proper rate and timing. **Thirty (30) days after completion of broadleaf herbicide**

application, the Contractor and COTR will jointly inspect and assess results. In areas where results are less than acceptable\*, the Contractor will re-perform the application at no additional cost to the Government (\*Acceptable is defined as 90% of actively growing broadleaf weeds are eliminated).

- (n) The contractor shall not dispose of, rinse, mix nor store any herbicide containers/bags on cemetery premises except as authorized by cemetery management.
- (o) No herbicide application equipment may be kept or stored on the cemetery premises when the contractor is not working.
- (p) A copy of the National Cemetery Administration's Operational Standards & Measures and Directive 3420 (Turf-grass Maintenance in VA National Cemeteries) will be provided to the Contractor at the time of contract award.

## **A.6 CONTRACT MANAGEMENT**

### **A.6.1 SITE MANAGER**

- (a) The Contractor shall provide a "Site Manager" who will be responsible for the following:
  - (i) Directing, overseeing and coordinating the work involved.
  - (ii) Staying abreast of all upcoming cemetery functions including special holiday events and burial activities.
  - (iii) Ensuring that contract work does not cause any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.

(Note: To cause the least possible interference with cemetery activities, contract personnel will stop (cease) all work in areas where burials are taking place. As a general "rule-of-thumb", work should not take place within 1,000 feet of an ongoing committal service or ceremony. The Site Manager will re-direct work throughout the rest of the Cemetery – so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COTR may then do so.)

- (b) Communication & Coordination of Work with COTR: Contractor shall participate in regular meetings with Government personnel and other Contractors at the cemetery to coordinate contract work schedules and contract related issues. Communication with the COTR is strongly encouraged. Burial activities at NCA shall take precedence over contract work activities. Work activity and noise cannot disturb Burial Services. Trucks and workers are prohibited from passing through the service area during this period.
- (c) Notwithstanding the Contractors responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The Government shall provide, at the time of contract award, a list of Government personnel authorized to act as Contracting Officer's Technical Representatives.

**A.6.2 REPRESENTATIVES OF THE CONTRACTING OFFICER**

- (a) The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally supervises the work to be performed under this contract. Such designation will be in writing and will define the scope and limitations of the designee's authority. A copy of the designation(s) shall be furnished to the Contractor at time of award.
- (b) The VA Contracting Officer will delegate one (or more) representatives to serve as the Contracting Officer's Technical Representative (COTR). The COTR may direct and arrange the Contractor's work schedule in specific areas of the cemetery to coordinate with daily cemetery activities and operations. Duties and responsibilities of the COTR include, but are not limited to, the following:
- (i) Provides contract oversight and technical guidance to the Contractor.
  - (ii) Acts as technical liaison between the National Cemetery and the Contractor and between the cemetery and the Contracting Officer. (Note: The COTR may not modify the intent or the terms and conditions of the contract.)
  - (iii) Placing orders for services.
  - (iv) Determining whether contract deliverables meet functional, technical and performance specifications.
  - (v) Verification / certification of payments to the Contractor for services rendered.
  - (vi) Assuring that any changes effecting work involved, price, terms and/or conditions under the contract are not implemented before written authorization is issued by the Contracting Officer.
- (c) VA Contracting Officer: All administrative functions remain with the VA Contracting Officer. Any modifications to the contract, including those involving no-cost changes, increases and decreases in cost or level of services provided, termination or extension of the contract (in part or in whole) and decisions concerning claims or disputes, must be authorized in writing by the Government Contracting Officer.

**A.6.3 FEDERAL HOLIDAYS**

- (a) All work required under this contract will be performed during normal business days and daylight hours between 7:45 am and 4:15 pm, local time, Monday through Friday, excluding Federal holidays. Deviations from the work schedule shall require prior written permission from the COTR. The following is a list of the Federal holidays:

<b>New Year's Day</b>	<b>Memorial Day</b>	<b>Veterans Day</b>
<b>Martin Luther King's Birthday</b>	<b>Fourth of July</b>	<b>Thanksgiving Day</b>
<b>President's Day</b>	<b>Labor Day</b>	<b>Christmas Day</b>
	<b>Columbus Day</b>	

**A.7 RESPONSIBILITIES**

- (a) The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Inclement weather - other than prolonged snow cover or unusual amounts of rain will not be considered an excusable delay in meeting specifications. The government expects the Contractor to work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines.
- (b) The Contractor shall be aware of performance requirements necessary to meet contract specifications and deadlines. If the Contractor's work force is unionized, the Contractor will ensure the labor agreement has a "no-strike" provision to ensure Government contract requirements are met.
- (c) Cooperation with other Contractors: The government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with other Contractors and with Government employees and shall carefully adapt scheduling and performance of work, adhering to any direction provided by the COTR.
- (d) More than one Contractor may have access to storage areas designated by the COTR. The Government will not be liable to the Contractor for costs associated with claims, damages, loss or replacement of equipment or personal property while on Cemetery property.
- (e) The Contractor shall not operate trucks, tractors, or other heavy equipment on any turf area except as provided in this contract or as authorized by the COTR. The Contractor will be responsible for repairing turf damage caused by the Contractor during all weather conditions that is deemed excessive by the COTR at no additional cost to the government.
- (f) The Contractor shall provide adequate safety warning devices, barricades and cover boards, etc., at all work sites to eliminate hazards from public visitors and cemetery employees at no cost to the government.
- (g) At the end of each day, the Contractor shall remove all debris from the cemetery site and store excess soil resulting from work to an area designated by the COTR. At all times rubbish and trash generated by the Contractor shall be kept clear of vehicular and pedestrian traffic throughout the site. The government shall not provide receptacles for the disposal of debris related to this contract.

## **A.8 STANDARDS OF EMPLOYEE CONDUCT**

Contractor and contractor personnel are required to adhere to the following standards of dress and conduct while performing work in the Bath & Woodlawn National Cemeteries. These standards and regulations are enforceable under Title 38, U.S.C. Section 218. Contractor and Contractor Personnel --

- (a) Shall be fully clothed at all times, to include long slacks or pants and shirt, buttoned up from neck to waist. Clothing shall be clean each day. Any soiled clothing should be cemetery work-related that day. T-shirts and/or tank tops as outer garments are prohibited. Shoes/boots will have no holes or loose soles. Steel-toed shoes will be required in accordance with OSHA. Contractor employees will maintain personal hygiene.
- (b) Shall not engage in loud or boisterous behavior or use profane or abusive language. Will show proper reverence during committal service.

- (c) Shall not eat or drink beverages except water or non-alcoholic drinks while in the work area or in site of committal shelter during a service. Use of intoxicating beverages and/or drugs is strictly prohibited.
- (d) Contractor personnel shall not lean, sit or stand on or against headstones or monuments. No tools, equipment or other items will be placed or leaned on headstones or monuments.
- (e) SMOKING is not permitted in any buildings within the Bath & Woodlawn National Cemeteries. This restriction includes offices, restrooms, stairwells, entrances, exits or any other public area.
- (f) It will be the discretion of the COTR to implement immediate removal of Contractor and/or Contractor personnel from cemetery grounds if these standards are not adhered to during the performance of the contract. Contractor shall administer disciplinary action immediately as required to Contractor employees.

## **A.9 SUPERVISION & TRAINING**

- (a) The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required.
- (b) The Contractor shall remove employees for cause, to include, but not limited to, misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government.
- (c) The Contractor shall also be responsible for training and safety precautions for contractor employees performing work under these specifications. OSHA standards shall be observed by the Contractor in all work performed. Appropriate safety equipment shall be furnished by the Contractor to contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices.

## **A.10 USE OF CEMETERY FACILITIES**

- (a) The Government shall not be responsible for any loss, damage, or theft of contractor items, nor shall free telephone service be provided. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Department of Veterans Affairs facilities used by contractor's employees.
- (b) The Government will provide limited storage, housing and shop area. Space offered will be in "as-is" condition. Prior to making any modifications or alterations to the space, Contractor shall obtain written approval from the COTR. Any such modifications or alterations shall be at the expense of the Contractor. Upon completion of the contract, the facility shall be returned to the government in the same condition as received at the expense of the Contractor, except for reasonable wear and tear.
- (c) The Government shall not provide the Contractor with any fuel storage, equipment or telephones. If available, electric and gas utilities at the designated work and storage areas will be provided for purposes of contract performance only. The Contractor shall take adequate safety precautions to prevent hazardous product spills, fire hazards, odors and unsanitary conditions.

- (d) The Contractor is responsible for safely handling any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. An MSDS (Material Safety Data Sheet) is required for all chemicals, pesticides, herbicides and cleaning solutions.
- (e) Only the Contractor's equipment, supplies and property necessary to perform work under this contract shall be stored at the Contractor's designated storage area at the end of each workday. No maintenance or repair of Contractor equipment shall be conducted on cemetery property without the COTR's written approval.
- (f) Contractor employees may park privately owned vehicles in the area designated for parking by the COTR.
- (g) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COTR or Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature resulting from the Contractor's performance and/or negligence. It is understood that the VA shall not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which may result from vandalism, theft etc. while on site.
- (h) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (i) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-
  - (i) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (ii) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (j) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require sub-Contractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all sub-Contractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

#### **A.11 INSPECTION & MONITORING PROCEDURES**

- (a) A record keeping system of Contractor work performance shall be established and implemented by the COTR for the services involved. The COTR will inspect and verify that fertilizer and herbicide applications are applied in accordance with the Turf Application Schedule and at the appropriate turf application rate.
- (b) Payment: Upon completion of each turf application, the Contractor shall submit an invoice in arrears for services rendered. Prior to certification of payment, invoices will be verified for accuracy by the COTR. The COTR shall verify the services provided and authorize payment as indicated in the Price Schedule. VA reserves the right to reject any work that does not meet contract specifications.



*(End of Statement Of Work / Specifications)*

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.-*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
  - (3) The clause at 52.212-5.
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments
  - (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

#### ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

### **C.2 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through September 30, 2013.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

### C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than the Estimated Quantity, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the estimated quantity;

(2) Any order for a combination of items in excess of the estimated quantity; or

(3) A series of orders from the same ordering office within seven days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### C.4 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.



(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after October 31, 2017.

(End of Clause)

#### **C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

#### **C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

#### **C.7 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

## **C.8 SUPPLEMENTAL INSURANCE REQUIREMENTS**

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

## **C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond the current fiscal year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

## **C.10 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

## **C.11 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

**C.12 VAAR 852.216-70 ESTIMATED QUANTITIES (APR 1984)**

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as otherwise provided herein. Bids will be considered if made with the proviso that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/ her obligation. Also, the Department of Veterans Affairs shall not be relieved of its obligation to order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract.

(End of Clause)

**C.13 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

#### **C.14 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

### **C.15 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of New York. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

**C.16 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-18	AVAILABILITY OF FUNDS (End of Addendum to 52.212-4)	APR 1984

**C.17 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

[X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

[] (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

[X] (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

[] (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

[] (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (11) [Reserved]

[] (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

[] (ii) Alternate I (NOV 2011).

[] (iii) Alternate II (NOV 2011).

[] (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-7.

[] (iii) Alternate II (Mar 2004) of 52.219-7.

[X] (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

[] (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (Oct 2001) of 52.219-9.

[] (iii) Alternate II (Oct 2001) of 52.219-9.

[] (iv) Alternate III (JUL 2010) of 52.219-9.

[] (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

[] (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

[] (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

[] (ii) Alternate I (June 2003) of 52.219-23.

[] (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C 632(a)(2)).
- ☐ (24) 52.219--29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ☐ (25) 52.219--30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).



☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (NOV 2012) of 52.225-3.

☐ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☒ (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☒ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

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## SECTION E - SOLICITATION PROVISIONS

### ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

#### **E.1 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does [ ] does not [ ] have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have [ ] have not [ ] been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

#### **E.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price, Requirements contract resulting from this solicitation.

(End of Provision)

#### **E.3 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Postmaster, Department of VA

Hand-Carried Address:

Department of Veterans Affairs  
NCA Contracting Service  
5000 Wissahickon Ave.

Philadelphia PA 19144

Mailing Address:

Department of Veterans Affairs  
NCA Contracting Service  
5000 Wissahickon Ave.

Philadelphia PA 19144

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

#### **E.4 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)**

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the Department of Veterans Affairs and the National Cemetery Administration as to Operational Standards and Measures. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

#### **E.5 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## **E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,  
Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management  
811 Vermont Avenue, N.W.  
Washington, DC 20420

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-- REPRESENTATION AND CERTIFICATIONS (End of Addendum to 52.212-1)	DEC 2012

## E.7 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Capability  
Past Performance  
Price

Technical and past performance, when combined, are approximately equal to cost or price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

## E.8 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions*. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.



"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website access through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It [ ] is, [ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [ ] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either--

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) *Previous contracts and compliance.* The offeror represents that--

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract,

the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

_____
_____
_____

*[List as necessary]*

(3) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____



_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)